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## **Sedgwick County, Kansas Unified School District 259 Board of Education and NEA-Wichita, National Education Association (1987)**

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## **Sedgwick County, Kansas Unified School District 259 Board of Education and NEA-Wichita, National Education Association (1987)**

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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Wichita Public Schools  
Unified School District 259  
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Wichita, Kansas 67202

# TEACHERS EMPLOYMENT AGREEMENT

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## **PREAMBLE**

This master agreement sets forth herein terms and conditions of professional service for all employees employed by Unified School District 259 who are included in the bargaining unit as defined in the General Article of this agreement and shall remain in full force and effect beginning August 1, 1987, and ending July 31, 1988.

## **ARTICLE I: DEFINITIONS**

### **Section A: General Definitions**

1. **School District or School System:**  
Unified School District 259, Sedgwick County, Kansas.
2. **Board:** Board of Education of Unified School District 259, Sedgwick County, Kansas.
3. **Superintendent:** Superintendent of Schools of Unified School District 259, Sedgwick County, Kansas
4. **Association:** NEA-Wichita, affiliated with the Kansas-National Education Association and the National Education Association.
5. **Teacher:** Any employee who is a member of the bargaining unit as defined in the General Article of this agreement.
6. **Classroom Teacher:** A teacher whose major professional responsibility is the instruction of pupils and with whom pupils are based for pupil accounting purposes.
7. **Immediate Family:** Spouse, child, in-law of these, in-law, grandchild, parent, grandparent, sibling, and any person having been regularly living in the household.
8. **Immediate Supervisor:** The immediate supervisor of a teacher is the building principal unless otherwise designated by the teacher's job description.
9. **Grievance:** Any alleged violation or misapplication of any Board policy or of this agreement.
10. **Grievant:** A teacher who has filed a grievance or, in the case of a group grievance, the Association.
11. **School Building Committee:** The committee formed at each school attendance center as set forth in the School Building Committee Article.



12. **Professional Day:** The period set forth in the Professional Day Article.
13. **Base Contract:** The teacher's basic contract for assigned services and for a designated number of contract days, and which contract incorporates the terms of this agreement.
14. **Contract Addendum:** A teacher's contract(s) for assigned services for contract days in an assignment which is an extension of the duties assigned under the teacher's base contract.
15. **Supplemental Contract:** A teacher's contract(s) for assigned and accepted services during hours that are in addition to those paid for in the teacher's base contract or in contract addendum(s).
16. **School In Session or School Day:**  
Those hours during which students are regularly required to attend classes.
17. **Contract Year:** That fiscal year during which a complete set of contract days are normally worked, usually falling between August 1 and July 31.
18. **School Year:** That period of time when school is in session as set forth in the school calendar adopted by the Board.
19. **Professional Year:** The number of contract days annually for which a teacher is paid and their placement on the school calendar.
20. **Contract Days:** Those days during a professional year on which assignments can be made for which a teacher is paid to work.
21. **Daily Rate:** One, divided by the number of days in the teacher's annual base contract, times his/her base salary.
22. **Nonteaching Professional Days:**  
Those contract days for assigned services during which school is not in session.
23. **Nonworking Days:** Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.
24. **Administrator:** Any person employed by the Board in an administrative capacity who is fulfilling duties for which an administrator's certificate is required.

## **ARTICLE II: GENERAL**

### **Section A: Recognition**

**Paragraph 1:** The Board of Education recognizes the NEA-Wichita, affiliated with the Kansas-National Education Association and the National Education Association, for the purposes of professional negotiations under K.S.A. 72-5413, et. seq. as the exclusive representative for the teachers unit of the professional employees.

**Paragraph 2:** The bargaining unit shall be defined as those employees of the Board of Education in positions which require a certificate issued by the state Board of Education or employed in a professional, educational or instructional capacity by the Board of Education, including nurses and social workers, but shall not mean any such person who is an administrative employee.

**Paragraph 3:** The Board and the Association acknowledge that the agreement herein set forth has been adopted following a good faith effort by both parties to reach agreement between representatives of the Association and the Board as provided in K.S.A. 72-5413 et. seq.

### **Section B: Management Rights**

**Paragraph 1:** The Association acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and that except as expressly provided otherwise by this agreement or by law, the final adoption of school policy, the administration and operation of the schools, and the direction of the employees are vested exclusively in the Board and the administrative staff. Nothing herein shall be construed to limit the statutory power and duty of the Board to make, amend, or execute decisions and policies that are necessary to operate and maintain the teaching program and schools to otherwise carry out its lawful rights and responsibilities. Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent.

### **Section C: Savings Clause**

**Paragraph 1:** Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect.

**Paragraph 2:** Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein. The Board shall not amend this agreement, nor make nor execute decisions or policies which violate this agreement.

#### **Section D: Nondiscrimination**

**Paragraph 1:** In all hiring and assigning of employees and in all compensation, benefits, and other terms and conditions of employment, the school district shall comply with all applicable federal and state laws with regard to non-discrimination on account of race, color, religion, sex, age, handicap, national origin or ancestry. Insofar as is reasonably possible, the Superintendent shall strive to maintain an equitable balance in each category of employment with regard to race, age, and sex.

#### **Section E: Closure Clause**

**Paragraph 1:** Both the Board and the Association acknowledge that all mandatory subjects of negotiations which either party proposed to negotiate have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement except by mutual consent.

**Paragraph 2:** This agreement may be amended at any time by mutual consent. However, no amendment to this agreement shall be binding unless executed in writing and ratified by both the Board and the teachers bargaining unit with the latter's election conducted by the Association.

#### **Section F: New Bargaining Unit Members**

**Paragraph 1:** Upon reemployment in or transfer to the teachers bargaining unit, teachers will be subject to decisions by the Personnel Services Division concerning temporary leave, longevity payments, and other terms and conditions of employment. Such decisions shall be based on relevant provisions of applicable policies, procedures, and employment agreements in addition to the past practices of the district, maintenance of equity among employees, and the intent of the applicable language involved.

## **ARTICLE III: PROFESSIONAL YEAR**

### **Section A: Professional Year for Teachers**

#### **Paragraph 1: Contract Days**

The base contract days for teachers for each contract year, exclusive of those in supplemental or contract addendums, shall be 185 days, consisting of teaching and non-teaching professional days as determined by the Board. Such contract days shall be scheduled on weekdays, Monday through Friday, between the first and last workday of each contract year.

#### **Paragraph 2: New Teacher Orientation**

The administration may schedule a program for the purpose of orientating newly employed teachers. Any teacher who is required to attend shall receive his/her daily rate for each day of such attendance. Partial days shall be pro-rated. Compensation shall be paid in accordance with regular payroll procedures. If such a program is scheduled, an opportunity shall be given to the Association to present items of mutual interest to new teachers. Attendance of teachers at the Association's presentation shall be optional.

#### **Paragraph 3: Workshop Inservice Training Day**

During each contract year, attendance centers shall be guaranteed at least one day between October 1 and March 15 on any Monday through Friday for the purpose of a workshop or inservice training. The Superintendent shall schedule the time to be taken, but each school shall be entitled to submit recommendations to him/her. Individual schools or groups within a school may apply, through the principal, to the Deputy Superintendent for additional inservice time. These requests will be reviewed and may or may not be granted on an individual basis.

#### **Paragraph 4: Contingency Day**

If the events described in Article V, Section B, Paragraph 2 occur, then the number of base contract days specified in Paragraph 1 above shall be 184 rather than 185.

### **Section B: School Calendar**

**Paragraph 1:** The school calendar adopted by the Board for the first school year of this agreement is set forth herein as Appendix A.

## **ARTICLE IV: PROFESSIONAL DAY**

### **Section A: Elements of the Day, All Teachers**

**Paragraph 1:** Teachers shall be present during those hours when they have an assigned responsibility while school is or normally would have been in session, including an approximate thirty (30) minute lunch period free of assigned responsibility. Teachers must notify the building principal or designee when they desire to be out of the building while school is in session.

**Paragraph 2:** Teachers shall attend individual conferences with administrators at reasonable times.

**Paragraph 3:** Teachers shall attend necessary staff meetings.

**Paragraph 4:** Teachers shall attend pupil and parent conferences when necessary including reasonable requests from a pupil or parent.

**Paragraph 5:** Teachers shall supervise pupils in and around the building for a reasonable period of time before and after the school day. Such period of time shall be considered by the School Building Committee and its recommendation shall be given consideration by the principal when making his/her determination.

**Paragraph 6:** Teachers shall make complete and adequate preparation to fulfill their responsibility to pupils.

**Paragraph 7:** Teachers shall accomplish necessary administrative work related to their assignments.

**Paragraph 8:** Teachers may be required to collect and transmit money. Teachers shall exercise reasonable care to assure that money collected will not be lost. Reasonable effort will be made to keep money collection by teachers to a minimum and to expedite the collection process.

**Paragraph 9:** Teachers shall not be required to transport pupils to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or condition of employment under a supplemental contract. However, a teacher may do so volun-

tarily with the advance approval of the building principal.

**Paragraph 10:** On nonteaching professional days, teachers shall be present for six and one-half ( $6\frac{1}{2}$ ) hours excluding the lunch period. An authorized administrator may reduce such time requirement.

**Paragraph 11:** Teachers shall attend evening activities designated as mandatory by the School Building Committee.

### **Section B: Elements of the Day, Classroom Teachers**

**Paragraph 1:** Each full-time secondary classroom teacher shall have a schedule which normally provides at least one period daily for conferences and preparations.

**Paragraph 2:** Each full-time elementary classroom teacher shall have a schedule which normally provides approximately 150 minutes per five day week for conferences and preparations. Every reasonable effort shall be made to equalize and to maximize the time available for conferences and preparations through the normal scheduling practices of elementary schools.

**Paragraph 3:** The teacher shall make his/her lesson plans and any other material which the teacher is using available to the principal upon request. Lesson plans are required only in sufficient detail to provide guidance to the teacher.

**Paragraph 4:** When any class assigned to the teacher does not meet for any reason, the teacher may be assigned other professional duties during the classtime.

**Paragraph 5:** When a teacher is absent, the teacher shall have available for the substitute instructional plans, roll of pupils, seating charts where appropriate, and materials in such condition that the substitute will have adequate direction in his/her work. In the event an absence exceeds three (3) days, the teacher shall make the grade book available to the substitute upon request.

### **Section C: Elements of the Day, All Teachers Except Classroom Teachers**

**Paragraph 1:** Teachers shall be present during

those additional hours required to perform their particular assignments. The determination of the teacher's daily time schedule shall be made by the teacher subject to approval by his/her immediate supervisor. Such approval shall not be unreasonably withheld.

**Paragraph 2:** Teachers shall attend evening activities related to their particular assignments as designated by the base school principal.

**Paragraph 3:** Each full-time elementary music and elementary physical education teacher shall have a schedule which normally provides approximately 150 minutes per five day week for conferences and preparations.

**Paragraph 4:** Library media specialists will not be required to supervise study halls while carrying out their regular assignments as library media specialists.

#### **Section D: Extra Duties**

**Paragraph 1:** While participation in extra activities and time commitments may be encouraged by the Board or administration, the same will be voluntary in nature unless required by the responsibilities as set forth in Sections A, B, or C above, or unless required by the Supplemental Salary Section of the Teacher Compensation Article.

**Paragraph 2:** Regular duties assigned in addition to the responsibilities set forth should be compensated and set forth in a Supplemental Salary Schedule, and once compensation is so set, accepted and added to a Supplemental Salary Schedule as set forth in the Teacher Compensation Article, such duties shall be fully performed in a professional manner.

#### **Section E: Time Schedules**

**Paragraph 1:** Teachers shall work in accordance with established time schedules. Such schedules shall include the beginning and ending times of the school day, the lunch time(s), and, in some buildings, the number of and times for teaching periods.

**Paragraph 2:** Permanent changes in a school's normal time schedule may be proposed by the principal or the School Building Committee. Under normal circumstances, changes should be proposed no later than February 1 for the following school year. Such proposed changes

shall be submitted to the School Building Committee which shall be responsible for determining the degree of acceptance by teachers who would be affected. The findings of the committee shall be reported to the principal in a timely manner. The principal shall give consideration to such findings prior to making his/her decision. If the School Building Committee does not give written notice of its disagreement with the principal's decision within five (5) contract days, the principal's decision shall be implemented.

**Paragraph 3:** If the School Building Committee notifies the principal within five (5) contract days of its disagreement with his/her decision, the elementary or secondary District Schedule Committee, each composed of three (3) members appointed by the Association and three (3) members appointed by the Superintendent, shall meet and permit the School Building Committee, the principal, and other interested parties an opportunity to be heard regarding the proposed school changes. The District Schedule Committee shall make a timely recommendation to the Superintendent. The Superintendent shall give consideration to the recommendation of the District Schedule Committee prior to making his/her decision. The Superintendent's decision shall be implemented.

## **Section F: Supervision of Student Teachers**

**Paragraph 1:** Supervision of a student teacher shall be voluntary. Teachers shall normally be notified of a student teacher assigned at least two (2) weeks prior to the student teacher's introduction to the classroom. Any honorarium paid to the district by any college or university shall be paid to the cooperating teacher(s) in accordance with regular payroll procedures. The school system shall provide the cooperating teacher with whatever materials it deems appropriate. The cooperating teacher shall be responsible for being knowledgeable of the contents of any such materials provided.

## **Section G: Appeal**

**Paragraph 1:** In the event an administrative decision is made concerning the professional day, such decision shall remain in effect pending determination under the grievance procedure.



## **ARTICLE V: TEACHER COMPENSATION**

### **Section A: Definition and Placement**

**Paragraph 1:** Each teacher employed by the Board shall be compensated for the professional services which he/she renders during the professional days for the term of a contract year. This compensation shall be termed salary and the amount of such salary each teacher receives for a contract year shall be determined by his/her placement on the Teachers Salary Schedule (Section B, Paragraph 1, of this Article).

- (a) A fractional part of a year's service shall be paid on the basis that the number of contract days worked bears to the total number of contract days in the contract year.
- (b) The base contract salary shall be prorated for any teacher who teaches less than full time.

**Paragraph 2:** The final judgment concerning the initial placement of any teacher on the salary schedule shall be determined by the Personnel Services Division. Such judgments are not to be inconsistent with this Section.

### **Paragraph 3: General Provisions**

- (a) Each teacher shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience entitle him/her. All salary placements are subject to verification of experience and training and shall be adjusted in any direction for each school year to the level for which the teacher proves his/her entitlement on or before September 15 of each year. Experienced teachers beginning their employment after September 15 of a school year shall be placed on the track and step for which they qualified as of September 15 of that school year. Inexperienced teachers beginning their employment after September 15 of a school year shall be placed on Step 1 of the B.A. Track or on Step 1 of the track for which they qualified as of September 15 of that school year, whichever is higher. Teachers employed full time for one full semester of a school year shall be given credit for one year of experience; however, one full semester of full-time teaching experience obtained in each of two different years or school systems shall be combined and counted as one year of experience with adjustment in step placement made accordingly.

- (b) Subject to (a) above, the teacher qualifies for one (1) higher step for each full year of teaching experience under a contract with Unified School District 259, and for each year of extended or sabbatical leave when such leave is expressly to be so counted in the Leaves Article. This phrase "full year" as used in this subparagraph shall mean being under a base contract for 170 or more days within one contract year. No teacher will move more than one step in any year.
- (c) At the time of reemployment, a teacher who has been employed previously as a teacher under a contract with Unified School District 259 shall be placed in accordance with the salary provisions of the current Teachers Employment Agreement. However, no such teacher shall be placed on a lower numbered step than he/she was on at the time of the last day in base contract pay status of the most recent prior employment. Furthermore, if at that time the teacher was eligible for the next higher step in the subsequent contract year, the teacher shall be placed on that next higher step on the appropriate track at the time of employment. This step placement shall be adjusted as necessary to account for changes in salary placement procedures which may have occurred in the interim.

**Paragraph 4: Placement on Teachers  
Salary Schedule**

**(a) Track**

On the Teachers Salary Schedule (Section B, Paragraph 1, of this Article) each track (vertical column) represents an earned degree from an accredited institution of higher learning or additional earned graduate credit semester hours not already counted in an earned degree. Credit for salary purposes shall be given for only those graduate degrees and/or graduate hours earned as a part of graduate program(s) as recognized and supervised by the graduate school of an accredited institution, unless otherwise expressly provided by this Section. Such institutions must have been accredited at the time the degree and/or hours were earned. The accreditation agency must be an agency approved by the Personnel Services Division. To be eligible for a degree track, the teacher must have earned the degree that track specifies. His/her placement on an intermediate

track higher than the degree track to which he/she is entitled is contingent upon his/her having earned the additional number of graduate semester hours which that track specifies for their equivalent in quarter hours or third hours). Such additional graduate hours may have been earned prior to the date of the teacher's latest degree, but must not have been used to satisfy degree hour requirements.

**(b) Step**

At the time of employment, each teacher shall be placed on the highest numbered step for which he/she qualifies in accordance with the column of the Teachers Salary Schedule entitled "Initial Placement." Credit will be given for teaching experience obtained in an accredited school system. Other relevant teaching experience may result in higher initial step placement as determined by the Superintendent. In no event will the teacher be granted more than ten (10) years of qualified experience nor be placed higher than Step 9.

**(c) Vocationally-Certified,  
Experience Qualified Teachers**

At the time of employment, experience qualified vocationally-certificated teachers in the WAVTS programs with five (5) years of qualified occupational experience shall be placed on Step 1 of the B.A. Track of the Teachers Salary Schedule. Subject to (b) above, the teacher shall be given credit for additional years of qualified occupational experience, not to exceed four (4) years. The determination as to whether occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division. Any additional salary improvement shall be in accordance with an individualized professional growth plan recommended by the Vocational Professional Growth Committee, three (3) members of which will be appointed by the Superintendent. The experience qualified vocationally-certificated teachers shall collectively appoint one member to the committee and the Association shall appoint one member to the committee. Any such plan and salary improvement must be approved in accordance with regular administrative procedures and shall not be unreasonably denied.

**(d) Degree Vocationally-Certificated  
Teachers**

At the time of employment, degree vocationally-

certificated teachers in the WAVTS programs with two years of qualified occupational experience shall be placed on Step 1 of the appropriate track of the Teachers Salary Schedule. Subject to (b) above, the teacher shall be given credit for additional years of qualified occupational experience, not to exceed four (4) years. The determination as to whether occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division.

**(e) Teachers in Technical Programs**

Normally, teachers of technical courses in the WAVTS shall be employed in accordance with the salary provisions of other teachers. However, in unusual circumstances, the Superintendent may authorize the employment of a teacher in a technical WAVTS program at an agreed upon salary.

**(f) Social Workers**

At the time of employment and subject to (b) above, full credit for specialized social work in a school program shall be given. One-half ( $\frac{1}{2}$ ) credit for other social work experience shall be given not to exceed four (4) years of additional credit. For purposes of advancing to a higher track, graduate work undertaken must be approved by the appropriate supervisor and the Personnel Services Division. Such approval will not be withheld arbitrarily. Credit for a masters degree shall be given only in the field of social work.

**(g) Health Services**

At the time of employment and subject to (b) above, full credit for registered professional nursing experience in a school program shall be given. One-half ( $\frac{1}{2}$ ) credit for other registered professional nursing experience shall be given not to exceed four (4) years of additional credit. Non-degree nurses shall be placed on the B.A. Track of the Teachers Salary Schedule and shall be ineligible for movement to any other track.

**(h) School Psychologists**

At the time of employment and subject to (b) above, full credit for specialized work as a psychologist in a school program shall be given. One-half ( $\frac{1}{2}$ ) credit for other work as a psychologist shall be given not to exceed four (4) years of additional credit.

(i) **Sixty Hour Master Degrees**

Teachers who earn master degrees which required a minimum of sixty (60) graduate semester hours (or their equivalent in quarter hours or third hours) in their area of assigned responsibility shall qualify for placement on the MA + 30 Track of the Teachers Salary Schedule.

**Paragraph 5: Placement on Step 3**

If the application of the provisions of this Section to any teacher would result in placing that teacher on either Step 1 or Step 2 of the Teachers Salary Schedule, then that teacher shall be placed on Step 3. In subsequent years, such teacher shall be advanced steps in accordance with the provisions of this Section.

## Section B: Teachers Salary Schedule

**Paragraph 1:** The 1987-1988 Teachers Salary Schedule set forth in this paragraph is calculated based on the condition that the resolution passed by the Board to authorize an additional one percent (1%) budgetary authority to the specific budgetary authority of three and one-half percent (3.5%) under the School District Equalization Act (K.S.A. 72-7030 et. seq. as amended by the 1987 Session Laws) shall not be challenged and rejected by the voters of USD 259 according to the procedures outlined in the law (K.S.A. 1986 Supp. 72-7055 (c) as amended by 1987 HB 2106).

Initial Place- ment	Step	BA Degree	BA + 10 Gr. Hours	BA + 20 Gr. Hours	BA + 30 Gr. Hours	MA Degree	MA + 10 Gr. Hours	MA + 20 Gr. Hours	MA + 30 Gr. Hours	Ed. Sp. or MA + 40 Gr. Hours	Ed. Sp. +10 or MA + 50 Gr. Hours	Ed. Sp. +20 or MA + 60 Gr. Hours	Earned Doctorate
0	3	17929	18233	18537	18841	19145	19449	19753	20057	20361	20665	20969	21273
1	4	18481	18785	19089	19393	19697	20001	20305	20609	20913	21217	21521	21825
2-4	5	19033	19337	19641	19945	20249	20553	20857	21161	21465	21769	22073	22377
5	6	19585	19889	20193	20497	20801	21105	21409	21713	22017	22321	22625	22929
6	7	20137	20441	20745	21049	21353	21657	21961	22265	22569	22873	23177	23481
7-9	8	20689	20993	21297	21601	21905	22209	22513	22817	23121	23425	23729	24033
10+	9	21241	21545	21849	22153	22457	22761	23065	23369	23673	23977	24281	24585
	10	22097	22401	22705	23009	23313	23617	23921	24225	24529	24833	25137	25441
	11		22953	23257	23561	23865	24169	24473	24777	25081	25385	25689	25993
	12			23809		24113		24417		24721		25025	
	13-14					24889		25193		25497		25801	
	15-16					25607		25911		26215		26519	
	17+					26325		26629		26933		27237	
						27039		27343		27647		27951	
						27743		28047		28351		28655	
						28459		28763		29067		29371	
						28977		29281		29585		29889	

**Paragraph 2:** The Board and the Association agree that in the event that said additional one percent (1%) budgetary authority by resolution is challenged and rejected by the voters of USD 259, or in the event that said additional budgetary authority is declared to be unlawful by a duly authorized court of law, then the 1987-1988 Teachers Salary Schedule set forth in this paragraph shall be implemented for the 1987-1988 contract year.

Initial Place- ment	Step	BA Degree	BA + 10 Gr. Hours	BA + 20 Gr. Hours	BA + 30 Gr. Hours	MA D Degree	MA + 10 Gr. Hours	MA + 20 Gr. Hours	MA + 30 Gr. Hours	Ed. Sp. or MA + 40 Gr. Hours	Ed. Sp. +10 or MA + 50 Gr. Hours	Ed. Sp. +20 or MA + 60 Gr. Hours	Earned Doctorate
0	3	17660	17959	18258	18558	18857	19156	19455	19755	20054	20353	20652	20952
1	4	18204	18503	18803	19102	19564	19863	20163	20462	20761	21060	21360	21659
2-4	5	18748	19048	19347	19646	20271	20571	20870	21169	21468	21768	22067	22366
5	6	19292	19592	19891	20190	20978	21278	21577	21876	22175	22475	22774	23073
6	7	19837	20136	20435	20734	21686	21985	22284	22583	22883	23182	23481	23780
7-9	8	20381	20680	20979	21279	22393	22692	22991	23291	23590	23889	24188	24488
10+	9	20925	21224	21524	21823	23100	23399	23698	23998	24297	24596	24895	25195
	10		21769	22068	22367	23807	24106	24405	24705	25004	25303	25602	25902
	11			22612	22911	24514	24813	25113	25412	25711	26010	26310	26609
12					23455	25221	25520	25820	26119	26418	26717	27017	27316
13-14						25928	26228	26527	26826	27125	27425	27724	28023
15-16								27234	27533	27833	28132	28431	28730
17+										28540	28839	29138	29437

## **Section C: Method of Payment**

**Paragraph 1:** For each contract year, except as otherwise provided by this agreement or law, the Board shall pay the base contract amount in not less than twelve (12) substantially equal installments paid at least once each month commencing in September of each school year.

**Paragraph 2:** So long as the law requires and notwithstanding the provisions of Paragraph 1 of this Section, any teacher to whom the continuing contract law applies, after completion of all his/her contractual obligations, shall be paid no later than the last working day in June, the balance of his/her contractual compensation in one payment upon his/her request therefor. Said request shall be in writing and filed with the Business Services Division no later than April 1 of the school year in and for which the request is first made. Such request shall remain in effect until revoked in writing by the teacher.

## **Section D: Supplemental Salary**

### **Paragraph 1: Definition**

The term "supplemental salary" shall refer to payment for the assigned and accepted services under a supplemental contract as set forth in Paragraphs 4 and 10 of this Section.

**Paragraph 2:** All assignments for which supplemental salaries are paid are for a single year with subsequent reassignments made on the basis of recommendation of the building administrator.

**Paragraph 3:** In the event new positions are created, such positions shall be added to the Supplemental Salary Schedule and placement determined by the Superintendent or his/her designee. The Association shall be notified of such action.

### **Paragraph 4: Supplemental Salary Schedule**

#### **Level A: \$628 (.035)**

Pompon Head Sponsor - Junior High  
Newspaper Head Sponsor - Junior High  
Class Head Sponsor - Senior High  
Pep Club Head Sponsor - Junior High  
Cheerleader Head Sponsor - Junior High  
Area Music Leader - Elementary  
Special Activities



**Level B: \$986 (.055)**

Student Council Head Sponsor -  
Junior or Senior High  
Yearbook Head Sponsor - Junior High  
Pep Club Head Sponsor - Senior High  
Safety Patrol Sponsor - Elementary  
Bus Monitor  
Instrumental Music Activities Leader -  
Junior High  
Vocal Music Activities Leader - Junior High  
Department Chair, 3 - Junior High  
In-School Suspension Monitor - Junior High  
Physical Education Assistant - Senior High  
Special Activities

**Level C: \$1,345 (.075)**

Forensic Coach - Senior High  
Cheerleader Head Sponsor - Senior High  
Pompon Head Sponsor - Senior High  
Newspaper Head Sponsor - Senior High  
Department Chair, 4-5 - Junior High  
Social Worker Leader, 3 and above  
Detention Room Monitor -  
Junior or Senior High  
Special Activities

**Level D: \$1,703 (.095)**

Noon Activity Monitor - Senior High  
Activity Bus Monitor  
Debate Coach - Senior High  
Drama Activities Leader - Senior High  
Yearbook Head Sponsor - Senior High  
Child Learning Center Specialist  
Department Chair, 6 and above - Junior High  
Special Activities

**Level E: \$2,062 (.115)**

Department Chair, 3-6 - Senior High  
Lunchroom Monitor  
Vocal Music Activities Leader - Senior High  
Ticket Specialist - Senior High  
Special Activities

**Level F: \$2,420 (.135)**

Instrumental Music Activities Leader -  
Senior High  
Special Activities

**Level G: \$2,779 (.155)**

Department Chair, 7-8 - Senior High  
Special Activities

**Level H: \$3,138 (.175)**

Special Activities

**Level I: \$3,496 (.195)**

Department Chair, 9-17 - Senior High  
Special Activities

**Level J: \$3,855 (.215)**

Department Chair, 18 and above -  
Senior High  
Special Activities

**Paragraph 5:** The index figures specified in the Supplemental Salary Schedule in Paragraph 4 shall be based on Step 3, Bachelor Track of the Teachers Salary Schedule. The dollar amounts for each supplemental salary in Paragraph 10 shall change the same percent as the percentage change in Step 3, Bachelor Track of the Teachers Salary Schedule.

**Paragraph 6:** Head library media specialists and head counselors at the senior high level are considered Senior High Department Chairs at Level D. At the discretion of the administration, departments may be formed and a department chair appointed. To determine the number of teachers in a department, the number of sections taught in that department shall be divided by one less than the number of teaching periods taught at the particular school. Any remaining major fraction of a teacher shall be counted as one. The service of teachers in study hall or other noninstructional duties shall not be counted as a section in determining the number of teachers in a department.

**Paragraph 7: Department Chair Time**

- (a) At the teacher's option, Junior High and Senior High Department Chairs with 9-17 teachers in the department may be assigned one (1) coordination work period per day in lieu of supplemental pay as a Department Chair.
- (b) At the teacher's option, Junior High and Senior High Department Chairs with 18 or more teachers in the department may be assigned two (2) coordination work periods per day in lieu of supplemental pay as a Department Chair.
- (c) In each case cited in this paragraph, the coordination work period(s) is in lieu of a teaching work period(s).
- (d) The coordination work period(s) is for the purpose of coordinating the activities of the department.

- (e) With approval of the building principal, a department chair may be provided with a substitute teacher to release the department chair from teaching responsibility in order that the department chair may fulfill responsibilities not otherwise possible.

**Paragraph 8:** Supplemental assignments shall be on a voluntary basis with no teacher being required to accept any such assignment.

**Paragraph 9:** Female coaches, otherwise qualified, shall be eligible to coach boys' sports; and male coaches, otherwise qualified, shall be eligible to coach girls' sports.

**Paragraph 10: Supplemental Salary  
Schedule for Coaches  
and Athletic Leaders**

<b>Senior High Activity</b>	<b>Head</b>
Baseball	\$1,788
Basketball	3,053
Cross Country	1,427
Football	3,053
Golf	1,232
Gymnastics	1,985
Soccer	1,788
Softball	1,788
Swimming	1,872
Tennis	1,275
Track	2,359
Volleyball	1,682
Wrestling	2,205
<b>Junior High Activity</b>	
Basketball	1,520
Track	1,338
Volleyball	1,094
Intramural Season	592
<b>Athletic Leaders</b>	<b>4,299</b>

**Paragraph 11:** The supplemental salary amount for an assistant coach shall be 60 percent of the supplemental salary amount specified by paragraph 10 above for the corresponding head coach.

**Paragraph 12:** The supplemental salary amounts specified by Paragraphs 4 and 10 above shall be prorated for any teacher who performs less than the full supplemental assignment.

**Section E: Overload Teaching**

**Paragraph 1:** Overload teaching is that teaching conducted by a full-time classroom teacher

teaching daily in a vacant position during his/her planning period.

**Paragraph 2:** The acceptance of an overload assignment shall be voluntary. The Board shall not use overload teaching assignments as a means of avoiding the employment of additional full-time teachers when such need is indicated.

**Paragraph 3:** When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Such additional compensation shall be equal to the teacher's daily rate of pay divided by one less than the number of teaching periods in a typical school day at the particular school. Under no circumstances shall a teacher be assigned to more than one (1) overload class.

#### **Section F: Contract Addendum**

**Paragraph 1:** A contract addendum shall be issued to a teacher who is employed for contract days which are an extension of the duties and the period covered by the teacher's base contract.

**Paragraph 2:** A contract addendum shall provide for compensating the teacher an amount equal to his/her daily rate for each full day. Partial days shall be compensated by a prorated amount.

**Paragraph 3:** Teachers may be offered contract addendums. Such addendums will be offered at the discretion of and for the period of time determined by the administration. An attempt shall be made to reach mutual agreement between the teacher and the administration on the specific dates to be worked under the contract addendum. Acceptance of a contract addendum is voluntary.

#### **Section G: Health Occupations**

**Paragraph 1:** For certificated teachers assigned to health occupations programs, the total work day in the programs shall be considered equivalent to the professional day of the regular school programs and the teachers paid accordingly.

#### **Section H: Pay for Staffings**

**Paragraph 1:** Attendance and participation by the appropriate teachers for special education staffings are expected as part of the professional day and normally are compensated by the base contract salary.

**Paragraph 2:** When a classroom teacher is required to attend more than three (3) staffings held before or after the school day during the same semester, that classroom teacher shall be paid at the rate of \$10.00 per hour or major fraction thereof for each such staffing in excess of three (3).

**Paragraph 3:** Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

**Paragraph 4:** This Section shall be applied to elementary vocal music teachers and elementary physical education teachers as if such teachers were classroom teachers.

### **Section I: Pay for Temporary Substituting**

**Paragraph 1:** No classroom teacher will be used as a temporary substitute teacher without his/her consent. Teachers exchanging classes by mutual consent and with the approval of the immediate supervisor are not performing as temporary substitutes and no compensation will be required.

#### **Paragraph 2: Elementary**

An elementary classroom teacher who, at the request of the administration, assumes teaching responsibilities for five (5) or more pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$15.00 per hour or major fraction thereof. Such compensation shall not exceed \$40.00 per day.

#### **Paragraph 3: Secondary**

A secondary classroom teacher who, during his/her planning period and at the request of the administration, assumes teaching responsibilities for a class of pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$25.00 per hour or major fraction thereof. Such compensation shall not be paid for more than one such hour per day.

#### **Paragraph 4: Vocational-Technical Center**

A classroom teacher regularly assigned to the Vocational-Technical Center, who at the request

of the administration, assumes full teaching responsibilities for a class of pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$40.00 per day. Partial days will be prorated.

**Paragraph 5:** Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

## **Section J: Longevity Pay**

**Paragraph 1:** Any teacher who has completed fourteen (14) years in the employ of the Board on or before August 1 of the current contract year and who is employed by the Board on December 1 shall be paid a longevity amount equal to the percent specified below of his/her base contract salary as of August 1. Any teacher whose employment terminates prior to December 1 of the current contract year shall receive no part of any such payment.

15-19 years	3%
20-24 years	5%
25 or more years	7%

**Paragraph 2:** All longevity payments shall be made in December in accordance with payroll procedures and shall be subject to all applicable deductions.

## **ARTICLE VI: PAYROLL DEDUCTIONS**

### **Section A: Payroll Deductions**

**Paragraph 1:** The Board provides that, whenever duly authorized by any teacher on a form or forms appropriate for such purposes and consistent with regulations established by the Business Services Division, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- (a) Donations to the Friendship Fund
- (b) Payments to the Credit Union of America
- (c) Association Package Plan
- (d) Health Insurance Premiums

**Paragraph 2:** The Board shall remit to the Association within ten (10) school days all funds deducted for Association dues.

## **Section B: Continuing Membership**

**Paragraph 1:** The Board will continue a resolution providing for deduction for Association dues from compensation paid teachers upon receipt of written authorization from the teacher if authorization forms have been approved by the Business Services Division. The authorization form will include a provision that a member may terminate the dues deduction authorization only by notifying the Association in writing by August 10 each year, and unless terminated, the authorization will continue in effect from year to year.

**Paragraph 2:** The Association shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any act of commission or omission by the Board for the purposes of complying with the provision of Paragraph 1 or the authorization form.

## **ARTICLE VII: TEACHER PROTECTION**

### **Section A: Working Conditions**

**Paragraph 1:** The Board agrees to strive continually to provide working conditions free of hazards which would endanger the health, safety or well-being of teachers.

### **Section B: Disciplinary Actions**

**Paragraph 1:** No teacher shall be disciplined without just cause. However, no probationary teacher may grieve any nonrenewal of his/her contract.

**Paragraph 2:** Administrators are authorized and expected to make use of certain disciplinary actions including, but not limited to, admonitions, reproofs, rebukes, warnings, reprimands, suspensions, nonrenewals, and terminations.

**Paragraph 3:** Only the Superintendent or designee is authorized to suspend a teacher without pay. A suspension without pay for more than five (5) contract days may be made only after official Board action.

**Paragraph 4:** No disciplinary action shall be taken against any teacher on the basis of a complaint

by a parent or student before a conference is held between the teacher and the supervisor contemplating the action.

**Paragraph 5:** The exercise of his/her rights in this Article by a teacher shall not prejudice any action that the Board might otherwise take regarding his/her employment status.

**Paragraph 6:** Teachers who are not covered by K.S.A. 72-5438 to 72-5443 inclusive, because of the definition of teacher in K.S.A. 72-5436, shall be covered by those statutes notwithstanding that definition.

### **Section C: Disciplinary Meetings or Hearings**

**Paragraph 1:** Whenever a teacher is required to meet with a building level administrator for the purpose of disciplining the teacher, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy.

**Paragraph 2:** Whenever a teacher is required to meet with district office line administrators for the purpose of disciplining the teacher, the teacher shall be given at least twelve (12) hour notice and the reasons for the meeting and may be accompanied by a person chosen by the teacher who may advise the teacher but not participate actively in the meeting. Following such a meeting, a written summary of the meeting and/or the findings shall be provided the teacher.

**Paragraph 3:** Whenever a teacher is required to appear before the Board concerning disciplinary matters, he/she shall be given a five (5) day prior written notice of the reasons for the meeting or hearing and may be represented thereat by the Association or by a person of his/her own choosing.

**Paragraph 4:** A teacher may be represented by legal counsel at any disciplinary meeting or hearing.

### **Section D: Solicitation**

**Paragraph 1:** Every reasonable means shall be used to discourage pupils, parents, and organizations from soliciting teachers during the school day. This provision shall not be construed to prohibit contacts by teacher organizations or educationally related business.



## **Section E: Legal Action**

**Paragraph 1:** In any case in which a teacher is involved in legal action as a result of following Board or administrative policy, such action shall be immediately reported to the Board. Should the teacher request assistance in the preparation of his/her defense and/or prosecution, the Board will provide such assistance pursuant to law and Board policy.

## **Section F: Compliance**

**Paragraph 1:** Teachers shall not be required or compelled to take action or refrain from taking action when to do such would cause them physical harm or to be in violation of law or Board policy.

## **Section G: Property Damage**

**Paragraph 1:** When arising out of and in the course of his/her employment, a teacher's clothing or personal effects worn by the teacher are damaged or destroyed as a result of a physical attack or willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof in an amount not to exceed \$400.

**Paragraph 2:** When arising out of and in the course of his/her employment a teacher's personal property, brought to the classroom setting as a teaching aid for the curriculum being taught, is damaged or destroyed as a result of willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof, whichever is less, in an amount not to exceed \$400 per each occurrence.

**Paragraph 3:** The above does not cover accidental damage, theft or mysterious disappearance.

# **ARTICLE VIII: PUPIL CONTROL**

## **Section A: Classroom**

### **Paragraph 1: General**

The individual classroom teacher shall assume the major responsibility for classroom control and discipline, and his/her judgment in this regard will be relied on in the general course.

The Board hereby recognizes its responsibility to give support and assistance to teachers in this endeavor and its policies will continue to reflect its position in this regard.

**Paragraph 2: Pupil Misbehavior**

When, in the judgment of a teacher, parents should be informed of a pupil's misbehavior, the teacher should notify the building principal and contact the parents unless the principal assumes the responsibility to do so. Parent conferences with teachers and/or principals should be scheduled and/or other appropriate disciplinary action taken.

**Paragraph 3: Referral of Pupil**

When, in the judgment of a teacher, a pupil requires referral to other district employed professional personnel or specialists, he/she shall so inform his/her principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference which includes himself/herself, the teacher, and appropriate specialist(s) to discuss the problem and to decide upon appropriate steps for its resolution.

**Paragraph 4: Removal of Pupil  
from Classroom**

When, in the judgment of a teacher, a pupil is substantially disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from his/her class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decision to remove the pupil, the teacher will advise the principal of the action and will, as soon as possible, furnish full particulars. Appropriate written records of such removals shall be maintained by the principal and teacher and shall be available to the parties upon request.

**Paragraph 5: Readmittance of Pupil  
to Classroom**

A pupil shall not be readmitted into any class instructed by the teacher who removed the pupil during the half-day in which the pupil was removed unless there is mutual agreement between the teacher and the principal or unless the principal notifies the teacher in writing of the reasons for such action.

## **Section B: Corporal Punishment, Suspension, Expulsion**

**Paragraph 1:** Pupils may be subject in certain circumstances to corporal punishment, suspension, and/or expulsion in accordance with law and Board policies.

## **Section C: Physical Force**

**Paragraph 1:** While in the course of his/her employment, a teacher may use reasonable physical force against a pupil but only to protect himself/herself, to protect other persons, to prevent the destruction of property, or to prevent any illegal overt act on the part of the pupil.

# **ARTICLE IX: TEACHER BENEFITS**

## **Section A: Personal Injury Benefits**

### **Paragraph 1: Worker's Compensation**

The Board shall continue under the Kansas Worker's Compensation Law to provide worker's compensation coverage for all teachers, which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. For any day that the teacher receives compensation for total disability under the Worker's Compensation Law for compensable illness or accident arising out of or in the course of his/her employment, the teacher's salary shall be reduced by 100 percent of the amount of the worker's compensation total disability payment received by that teacher.

### **Paragraph 2: Other Injury Benefits**

Whenever a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment, and when investigation by the administration indicates that he/she has used reasonable judgment, he/she shall be paid his/her full salary for a period of up to one hundred eighty (180) calendar days, less any worker's compensation disability payments as provided above, without having such absence charged to his/her accumulated temporary leave. In other similar cases where the teacher loses time as a result of his/her following Board or administrative policy, at its discretion, the Board may excuse such absence without loss of pay or temporary leave.

## **Section B: State Retirement Participation**

**Paragraph 1:** The Board shall participate in the

## **Section C: Disability Income Protection**

**Paragraph 1:** The Board shall provide disability income protection coverage which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. This protection, in substance, ensures that teachers shall be compensated in accordance with terms, conditions, and exclusions of such coverage for hereinafter specified periods of total disability resulting from occupational or non-occupational illness or injury at a rate of seventy (70) percent of the teacher's regular daily rate. Such compensation shall be subject to all applicable deductions. The periods of total disability for which payments are to be paid hereunder shall commence on the sixth (6th) contract day following the expiration of the last day of the teacher's accumulated temporary leave days and shall continue to the date which is one hundred eighty (180) calendar days after the date of the commencement of the total disability for which this or any other benefit is being paid. In the event of a single and total disability for a continuous period of thirty (30) days or more from the first day of the disability, the teacher's first five (5) contract days of disability income protection compensation for such disability shall be paid retroactively.

**Paragraph 2:** The teacher's disability income protection compensation shall be reduced by personal Social Security benefits and any worker's compensation total disability payments as provided above. If subsequent to the commencement of compensation from disability income protection, it is determined that the illness or accident for which compensation has been made arose out of or in the course of the teacher's employment, the teacher's compensation shall revert to worker's compensation disability payments and the teacher's disability income protection compensation shall be reduced by any retroactive payment of worker's compensation total disability payments.

## **Section D: General Liability Coverage**

**Paragraph 1:** The Board shall provide general liability coverage with a minimum single liability limit of at least which, at the Board's option, shall be provided either by self-funding, or by

the Board selection of an appropriate carrier. This coverage, in accordance with its definitions and exclusions, will defend and pay on behalf of those teachers covered all sums for which those teachers covered shall become legally obligated to pay within the stated occurrence limits as damages because of bodily injury or property damage. This coverage will include corporal punishment within the definition of damages for bodily injury. This coverage will also include teachers who transport pupils within the course and scope of their employment either voluntarily with permission of an appropriate administrator or because of the requirements of a supplemental assignment. The employees of the Board will be included within this coverage. The Board shall not be obligated beyond any standard liability coverage that is provided or is able reasonably to be purchased in the future.

#### **Section E: Life Coverage**

**Paragraph 1:** The Board shall provide a group term life coverage with individual limits of \$20,000 for all teachers employed full time which, at the Board's option, shall be provided either by self-funding or by the Board selection of an appropriate carrier. Teachers employed less than full time shall receive a prorated amount of coverage. Any increase in the individual limits for a teacher shall not be effective until the teacher reports or is able to report for work.

#### **Section F: Health Coverage**

**Paragraph 1:** Effective September 1, 1987, and for the remainder of the term of this Agreement, the Board shall contribute up to \$155 per month for each teacher employed full time who enrolls in the Board provided group health coverage plan toward payment of premiums for the plan selected. The Board's contribution shall not exceed the total premium of the plan selected. Teachers employed less than full time are eligible for a prorated amount of such Board contribution.

**Paragraph 2:** If a teacher does not enroll in the Board provided group health coverage plan, the Board shall contribute \$60 per month for each teacher employed full time. Such contribution shall be paid to that teacher as extra earnings in regular payroll checks and shall be subject to all

applicable deductions. Teachers employed less than full time are eligible for a prorated amount of such Board contribution.

**Paragraph 3:** If a teacher is covered by another teacher's health coverage plan, which plan is provided to such other teacher under Paragraph 1, above, such teacher may elect, once annually, as an alternative to the options offered under Paragraph 1 and Paragraph 2, to have the Board contribute up to the full amount for which such teacher is eligible under Paragraph 1, above, toward payment of premiums for the health coverage plan currently covering such teacher; provided, however, the total Board contribution under Paragraph 1 and this Paragraph 3 shall not exceed the total cost of the health benefit plan covering such teacher. Once a teacher makes such annual election, the only alterations permitted during the year shall be those allowable under Internal Revenue Code Section 125 and regulations issued thereunder (e.g. change in family status).

**Paragraph 4:** If a full-time teacher is covered by an administrative or classified employee's family health coverage plan offered pursuant to the Board provided self-funded health/dental plan or the Board provided HMO plan (which plans are specifically available for the administrators, classified employees, and members of their families) then such teacher may elect, once annually, as an alternative to the options offered under Paragraph 1, Paragraph 2, and Paragraph 3, to have the Board contribute \$155 per month into a segregated account which account shall be exclusively dedicated to the satisfaction of HMO "co-payments" or in the alternative, to the satisfaction of "co-insurance" or "deductible" under the self-funded health/dental plan. Once such annual election is made by a teacher, the only alterations permitted during the year shall be those allowable under Internal Revenue Code Section 125 and regulations issued thereunder (e.g. change in family status). Any unexpended money committed by a teacher for this benefit remaining at the end of the plan year shall revert to the Board. This benefit shall not be available to teachers employed less than full time.

**Paragraph 5:** The Board shall also provide the opportunity for each teacher to execute, once

annually, a payroll salary reduction agreement, for the sole purpose of applying such salary reduction amounts toward health coverage costs described in Paragraph 1 or Paragraph 3 of this Section. Once such annual salary reduction agreement is entered into, the only alterations allowable during the year will be those permitted under Code Section 125 and regulations issued thereunder (e.g. change in family status). Any unexpended money dedicated by a teacher for the benefit provided under this Paragraph 5 remaining at the end of the plan year shall revert to the Board. In addition, should federal tax laws provide that the salary reduction permitted under this Paragraph 5 no longer operates to exclude the reduced portion of salary from the teacher's taxable income so that the salary reduction amount is subject to income tax, federal social security taxes, federal unemployment taxes or, in the event any other benefit or provision under this Section F is jeopardized by virtue of the salary reduction elections permissible under the Paragraph 5, all elections currently in force under this Paragraph 5 shall terminate and be deemed null and void and any rights or obligations arising under this Section 5 shall terminate and be deemed null and void subject to any transitional rule relief granted under such federal tax laws.

**Paragraph 6:** Subject to applicable provisions of state and federal law, any teacher who suffers a continuing total disability shall continue to receive the Board's contribution for a period not to exceed 180 calendar days from the date of the commencement of the total disability period. In the event that the teacher is enrolled in a Board provided group health coverage plan, the Board's contribution shall be conditioned upon the timely receipt of the teacher's share of the premium, if any.

**Paragraph 7:** All actions and decisions under this Section shall be made in accordance with the rules and regulations established by the Business Services Division; provided, however, this Section is intended to operate as a "cafeteria" plan in compliance with Internal Revenue Code Section 125, and applicable regulations thereunder; provided, further, this Section is intended to operate in compliance with all other applicable state and federal laws affecting coverage or requiring continuation of coverage

under employer provided group health benefit plans. Therefore, this Section is specifically made subject to the technical requirements of Internal Revenue Code Section 125, and any regulations thereunder. In addition, this Section specifically made subject to applicable provisions of the Public Health Service Act, and any applicable regulations thereunder, and any other applicable laws. If official federal interpretation of such applicable laws, including but not limited to Internal Revenue Code Section 125, adversely affects any operating rule or benefit of this Section, such rule or benefit shall, forthwith, be modified and/or terminated as appropriate under the circumstances, to comply with such authoritative interpretation and any plan or plans offered under this Section shall, to the extent necessary, be amended for compliance. In furtherance of the above stated objectives, the Board shall prepare a written plan document designed to provide the benefits and operating rules set forth in this Section and containing provisions required under Internal Revenue Code Section 125, any applicable regulations under Internal Revenue Code Section 125, and any provisions which may be required under other applicable laws.

## **Section G: Severance Payment**

**Paragraph 1:** A teacher who retires or resigns within the time limits allowed by statute, after reaching age fifty-five (55) years or eight (8) years in the employ of the Board shall be eligible for a severance payment. The severance payment shall also apply to a teacher who meets the above age or employment qualification and who leaves the district's employment either due to death or total disability or for other good causes as determined solely by the Board.

**Paragraph 2:** The amount of severance payment for which the teacher is eligible shall be computed by multiplying the number of accumulated unused temporary leave days by \$25.

**Paragraph 3:** The severance payment shall be made to the eligible teacher in accordance with regular payroll procedures and shall be subject to all applicable deductions.

**Paragraph 4:** Any teacher who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.



## **Section H: Annuity Plan**

**Paragraph 1:** Teachers are eligible to participate in a salary reduction tax-sheltered annuity plan established pursuant to United States Public Law No. 87-370, consistent with regulations established by the Business Services Division.

## **Section I: Mileage Allowance**

**Paragraph 1:** Any teacher who is required to use his/her own automobile as a regular condition of employment in his/her base or addendum contract shall be compensated on a quarterly basis at the rate per mile established by the Secretary of Administration of the State of Kansas which is in effect at the beginning of the fiscal year. No mileage compensation will be payable unless specific agreement therefor with the Business Services Division has been reached in advance of being incurred.

## **Section J: Early Retirement**

**Paragraph 1:** The Board will continue to provide a voluntary early retirement program for members of the teachers bargaining unit. The substance and procedures of the program, and any changes thereto, are in each instance to be determined by the Board. Alterations shall not be applied retroactively to affect any retired teacher receiving benefits from the program.

## **Section K: General**

**Paragraph 1:** Each benefit specified by this Article may, at the Board's option, be provided by a Board selected carrier or by self-funding by the Board or any combination thereof. The Board may change from one carrier to another or to self-funding at any time. The specific coverage may be altered by the Board at any time so long as the coverage provided complies with the expressed terms of this agreement.

**Paragraph 2:** Paragraph 1 above does not apply to Section F of this Article.

# **ARTICLE X: LEAVES**

## **Section A: Temporary Leave**

### **Paragraph 1: Chargeable Temporary Leaves**

- (a) Each teacher who is under a full-time contract for a full professional year shall be granted twelve (12) temporary leave days on the first

day that the teacher reports for work in that professional year. Temporary leave days shall be prorated for any teacher who is contracted for less than full time or who begins his/her employment after the beginning of the professional year. Temporary leave days granted shall be added immediately to the teacher's accumulation. A teacher under an addendum contract shall be granted one (1) temporary leave day for each fifteen (15) days of paid addendum computed to the nearest half day. Such additional days shall be added to the teacher's accumulation upon completion of the addendum contract.

- (b) Unused temporary leave days shall be cumulative without limit.
- (c) Accumulated temporary leave days may be used for:
  - (1) Personal illness, injury, or incapacitation up to the maximum of the number of days the teacher has accumulated. However, no teacher may use temporary leave days for any single such disability beyond 180 calendar days from the first day of disability. On or before the end of thirty (30) calendar days from the beginning date of the disability and on or before the end of every thirty (30) calendar days thereafter, the teacher and his/her physician shall furnish a statement verifying the disability. A teacher must have returned to work for a minimum of five (5) consecutive contract days for the recurrence of a disability to be considered a new disability. Temporary leave for maternity will be granted to teachers during the period of actual incapacitation from performing their duties. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability for job-related purposes, including commencement, duration and extensions of leave, payment of disability income, reinstatement and any other fringe benefit offered to employees by virtue of employment.
  - (2) Illness, injury, or death in the immediate family up to a maximum of fourteen (14) days per contract year.

- (3) Personal business up to a maximum of two (2) days per contract year. Teachers shall properly file a form of notification twenty-four (24) hours in advance of a temporary leave for personal business. Teachers shall not take temporary leaves for personal business in combination with other temporary leaves nor during nonteaching professional days nor during the first five and last five days of the school year nor during addendum contracts of twenty (20) or fewer days nor to extend those non-working days as identified by the school calendar nor without such twenty-four (24) hours' notice except in cases of emergency when recommended by the principal and subsequently approved by the appropriate operations director. Personal business leave is provided for the teacher who is confronted by serious and urgent individual or family problems, the adoption of a child, emergency situations, or legal demands which cannot be attended to any other time than during the school day. Personal business leave is not provided for recreational or avocational activities. The teacher will be required to give the specific reason for needing personal business leave.
- (4) Temporary active duty up to a maximum of fourteen (14) days per contract year. Leave for temporary active duty is provided the teacher who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.
- (5) Paternity leave up to a maximum of one (1) day per contract year. Paternity leave is provided for the father to attend the birth of his child.
- (6) Personal leave up to a maximum of one (1) day per contract year to be taken at the teacher's discretion. However, teachers shall properly file a form of notification twenty-four (24) hours in advance of a personal leave. Teachers shall not take temporary personal leave during nonteaching professional days nor during the first five and last five days of the school year nor during addendum contracts of twenty (20) or fewer days nor to extend those non-

working days as identified by the school calendar.

- (7) Adoptive leave up to a maximum of two (2) days per contract year. Adoptive leave is provided to the teacher to provide time needed to complete the adoption of a child by the teacher.
- (d) When a teacher is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absences for one-half ( $\frac{1}{2}$ ) day or less shall be chargeable as one-half ( $\frac{1}{2}$ ) day. Absences for less than a day but more than one-half ( $\frac{1}{2}$ ) shall be chargeable as one (1) day. A teacher's salary shall be reduced by the amount of his/her daily rate of pay for each day of chargeable absence in excess of the limits specified by subparagraph (c) above. However, the numerical limits specified by subparagraph (c) (2), (c) (3), and (c) (4) above may be extended by the Superintendent upon written request by the teacher if the teacher has accumulated sufficient days.
- (e) When the Board has reasonable doubt of the authenticity of the reason given by the teacher for any absence other than personal leave, the Board reserves the right to require evidence of authenticity. Such evidence shall be subject to review and appropriate action by the Personnel Services Division.
- (f) If, in the judgment of the building principal, the total number of absences on a given day by teachers based at the building will impair or is impairing the educational program, then the principal may request that teachers not take personal business leaves and personal leaves.

#### **Paragraph 2: Nonchargeable Temporary Leave**

Subject to administrative approval, a teacher may be granted temporary leave for the following purposes, subject to the following provisions. Such temporary leave shall not be chargeable to cumulative temporary leave days, and the teacher shall receive his/her full pay.

##### **(a) Court Duty or Jury Duty**

A teacher may be granted temporary leave to appear in court to answer a jury summons, or for

reasons other than personal neglect, violation of law, or matters in which the teacher has a vested interest. The amount paid for jury duty or witness fees, if any, shall be deducted from the teacher's regular pay. Verification of the amount received for jury duty or witness fees must be provided.

**(b) Curriculum**

A teacher may be granted temporary leave to participate in the development of a school project within the school system (for example, working as a committee member during the school day).

**(c) Joint Study**

A teacher may be granted temporary leave to work on a committee jointly sponsored by the Board and the Association.

**(d) Professional**

A teacher may be granted temporary leave to pursue professionally related activities.

**(e) Instruction**

A teacher may be granted temporary leave to supervise a group of pupils.

**(f) Visitation**

A teacher may be granted temporary leave to consult with and/or observe for professional purposes a person or school.

**(g) School Business**

A teacher may be granted temporary leave to conduct business for the school system at the direction of the Superintendent or Deputy Superintendent.

**Paragraph 3: Other Temporary Leaves**

The Superintendent or a delegated authority may authorize temporary leave for any other purpose not expressly identified above. Such authorization shall specify the temporary leave as chargeable or nonchargeable.

**Section B: Extended Leaves**

**Paragraph 1:** Teachers are entitled, subject to approval of the Board, to extended leaves for study, foreign travel, foreign teaching, exchange teaching, health, illness of spouse, child, or parent, maternity, paternity, adoption, military service, campaigning for or serving in a public office, professional activities and professionally related employment. Such ex-

tended leaves shall normally be for one (1) semester or one (1) year. An extended leave may be lengthened to include a second year under the same provisions which applied to the first year of extended leave. No extended leave shall be considered a termination of employment.

## **Paragraph 2: General Provisions**

A teacher shall:

- (a) Have been employed two (2) consecutive years in the current employment period before being eligible for extended leave. Application for extended leave may be made during the second semester of the second consecutive year of employment or thereafter.
- (b) Receive no salary or benefits from Unified School District 259 when he/she is on extended leave.
- (c) Receive full credit for teaching experiences while on extended leave for:
  - (1) Study when enrolled for the period of leave in at least the equivalent of a minimum full load of course requirements in an academic institution.
  - (2) Military service, as required by federal or state law.
  - (3) Professionally related employment.
  - (4) Foreign teaching or exchange teaching.
  - (5) Campaigning for or serving in a public office as an elected official.
  - (6) Professional activities (for example, as an employee or officer of a local, state or national professional association, or as a volunteer in VISTA or Peace Corps).
- (d) Receive no credit for teaching experience while on extended leave for reasons of health, illness of spouse, child, or parent, maternity, paternity, adoption, or foreign travel.
- (e) Be subject upon his/her return from extended leave to any general salary reductions which may be ordered by the Board.
- (f) Retain during the extended leave, current status if applicable to the Wichita Supplemental Annuity Plan.
- (g) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of extended leave.

- (h) Be permitted to retain membership, during extended leave, in the Board health insurance group for the period of time allowable by the insurance company. However, arrangements for payment of premiums must be made in advance with the Business Services Division and the Board shall make no contribution.
- (i) Be reassigned in a position which is at least comparable to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of a school year, the effective date of return shall be subject to a vacancy for which the teacher on leave is qualified. If the date of return from extended leave is the beginning of a school year, the assignment shall be assured, provided the teacher notifies the Personnel Services Division on or before April 15 of his/her intention to return. On or before March 15 the Personnel Services Division shall make reasonable attempts to notify each teacher on leave of this provision.
- (j) Prior to resuming duties on return from an extended leave for maternity or health, present to the Personnel Services Division a statement from a physician that the teacher is physically able to resume normal duties required of his/her assignment. If requested by the Personnel Services Division, confirmation of the physician's statement by another physician selected by the Board may be required at the expense of the board. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom. Maternity leave without pay shall extend for a reasonable period of time subject to (i).

### **Paragraph 3: Other Extended Leaves**

The Superintendent may authorize, subject to the approval of the Board, an extended leave for any other purpose not expressly identified above.

### **Paragraph 4: Application**

- (a) Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before April 15. Applications for extended leaves which are to be effective at a time other than at the beginning of a school year

shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, teachers shall still receive consideration of their application and extended leaves may be granted except where such leave would work a hardship on the school system.

- (b) A physical examination and/or statement from a medical doctor may be required of any teacher making an application for an extended leave for health. In the case of maternity, such statement shall include the anticipated birth date of the child.
- (c) Teachers shall make application for extended leaves on forms provided by the Personnel Services Division.

#### **Paragraph 5: Notification for Leaves**

In the case of leave for maternity, elective surgery, or other condition of health which may require an extended period of absence from the job, the teacher shall notify her/his immediate supervisor as soon as possible after becoming aware of the condition.

### **Section C: Sabbatical Leaves**

#### **Paragraph 1: Purpose**

In order to provide opportunities for professional improvement, sabbatical leaves are available to teachers for formal, full-time study at a college or university.

#### **Paragraph 2: Eligibility**

- (a) An applicant must have performed seven (7) school years of continuous service in Unified School District 259 immediately prior to the commencement of the proposed sabbatical leave. The continuity of service is not interrupted by an extended leave of up to one (1) year. However, time during such leave shall not be counted toward the required seven (7) years and at least two (2) of the seven years must have been performed after the latest extended leave. The continuity of service is interrupted by any extended leave or leaves which total in excess of one (1) year.
- (b) Applicants shall not have received sabbatical leave during the seven (7) years immediately preceding the application.
- (c) Each applicant must sign a statement of intent to return to service in Unified School District 259



immediately upon termination of sabbatical leave.

- (d) Each applicant must sign a commitment to repay the amount paid during the sabbatical leave on a prorated basis in the event the teacher fails to return to Unified School District 259 and perform assigned services under a contract of employment for a period of one (1) year after return from sabbatical leave.

### **Paragraph 3: Application**

- (a) Applications shall be made to the Chairperson of the Committee for Sabbatical Leave on or before the annual deadline dates established by the said committee.
- (b) The application shall present the applicant's plans for the sabbatical leave and such other information as the committee deems advisable.

### **Paragraph 4: Selection**

- (a) The Committee for Sabbatical Leave shall consist of two members appointed by the Superintendent, two members appointed by NEA-Wichita, and the Director of Personnel Services Divisions, who will chair the committee.
- (b) The committee will prepare a priority listing of eligible applicants and recommend teachers for sabbatical leave appointments. The committee shall judge the quality of the applications and recommend no more than fifteen (15) teachers per contract year.
- (c) Consideration shall be given to:
  - (1) Assured eligibility.
  - (2) The potential contribution to the applicant's professional growth.
  - (3) The applicant's prior contribution to the school district, potential for future leadership, or for improvement of classroom instruction.
  - (4) Evidence of professional growth.
  - (5) Any other pertinent factors as established by the committee.
- (d) The priority listing of applicants for sabbatical leave shall be submitted to the Board for approval.

### **Paragraph 5: Compensation**

While on sabbatical leave, the teacher shall be paid according to the base contract salary

which would have been earned had the teacher not been on leave. Payment for a semester's sabbatical leave shall equal 100 percent of the semester's base contract salary, and payment for a year's sabbatical leave shall equal 50 percent of a year's base contract salary.

**Paragraph 6: General Provisions**

A teacher shall:

- (a) Receive full credit for system experience while on sabbatical leave.
- (b) Be subject upon return from sabbatical leave to any general salary reductions which may be ordered by the Board.
- (c) Retain during the sabbatical leave current status if applicable in the Wichita Supplemental Annuity Plan.
- (d) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of the sabbatical leave.
- (e) Maintain all rights accruing under Kansas Public Employees Retirement Systems, if any.
- (f) Be permitted to retain membership in the Board health insurance group during the sabbatical leave for the period of time allowable by the insurance company. However, arrangements for payment of premiums must be made in advance with the Business Services Division. The Board contribution to the Board provided group health insurance plan as provided in the Teachers Benefits Article shall be prorated.
- (g) Retain a prorated amount of life insurance coverage.
- (h) Retain disability income protection.
- (i) Upon completion of sabbatical leave, be re-assigned in a position which is at least comparable to the one held when assuming sabbatical leave status, exclusive of supplemental assignments.
- (j) Be eligible for sabbatical leave for a semester or a year. A second year may be granted in special cases under the provisions in Section B of this Article.
- (k) Not deviate while on sabbatical leave from his/her approved plan except with the written permission of the Superintendent of Schools.

## **ARTICLE XI: TEACHER USE OF FACILITIES**

### **Section A: Buildings**

#### **Paragraph 1: Meetings**

Teachers have the right to reasonable use of building facilities for meetings at reasonable times and hours when such buildings are open and the operating staff is on duty.

#### **Paragraph 2: Instruction Preparation**

Teachers shall have access to classrooms or appropriate offices for instructional purposes.

### **Section B: Equipment**

**Paragraph 1:** When not otherwise in use, teachers may make reasonable use of office equipment (not including supplies) located in the building of their assignment(s). Such equipment shall not be removed from the building except with advance written approval of the building principal. If the equipment is removed for personal use, the teacher shall reimburse the Board for any loss of or damage to such equipment, less depreciation and allowance for normal wear and tear.

### **Section C: Announcements**

**Paragraph 1:** Teachers have the right to request the placement of items in daily bulletins and reasonable use of intercom equipment.

### **Section D: Procedures**

**Paragraph 1:** Such use as referred to in Sections A, B, and C shall be arranged and approved through the building principal or his/her administrative representative. Such use shall not be unreasonably withheld.

**Paragraph 2:** If a teacher's request for use of building facilities, classrooms, offices, office equipment or to make announcements is denied, the teacher shall, upon request, be entitled to an explanation from the principal or his/her administrative representative.

### **Section E: Posting Materials**

**Paragraph 1:** Subject to reasonable regulation by the School Building Committee, teachers have the right to post items on faculty bulletin boards and to place items in teachers' boxes. A copy of any duplicated material placed in teachers' boxes shall be furnished to the building principal no later than the time of distribution.

**Paragraph 2:** Materials which propose or promote any action by a teacher or group of teachers to violate any term of this agreement or any Board or administrative policy, rule, regulation, or directive shall not be placed in teachers' boxes or on faculty bulletin boards.

## **ARTICLE XII: PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

### **Section A: General**

**Paragraph 1:** The teacher, as a member of the teaching profession, has certain rights, privileges and prerogatives. The Board so recognizes the teacher as a professional person and, when it employs him/her it does so with the express intent of honoring these rights, privileges and prerogatives. Correspondingly, when the teacher accepts employment by the Board, he/she does so with the intent of fulfilling his/her professional and contractual responsibilities.

**Paragraph 2:** As a professional a teacher is frequently called upon to employ his/her own judgment with regard to his/her actions. In doing so, the teacher must bear the responsibility of his/her decisions. In the area of the exercise of his/her professional rights, the teachers' judgment must be relied upon in the general course, but is subject to review in accordance with provisions established by contractual agreement or law.

### **Section B: Rights and Responsibilities**

#### **Paragraph 1: Discussion of School Policies**

Teachers have the right to express opinions on school policies and conditions, make declarations, and vote on issues. Teachers are free to dissent from the views of other teachers, if they are so inclined. No reprisals shall be made as a result of such dissent. Teachers have the right to meet privately and to disseminate their views either as individuals or groups.

#### **Paragraph 2: Organizational Activities**

Teachers have the right to join and participate in lawful activities of their own choosing.

#### **Paragraph 3: Political Activity**

Each teacher is free to exercise rights and fulfill

responsibilities as a citizen by participating in political activity, attending functions of political parties, belonging to the party of choice, seeking support in the community on political issues, becoming a candidate for public office and holding such office. The teacher's political activity, however, must not compromise professional integrity. The teacher must not misuse his/her professional position to pervert academic freedom in the interests of personal political beliefs or ambitions or those of a political group. A teacher shall not in the course of employment or by virtue of his/her professional contact with pupils use pupils to influence or attempt to influence a partisan political election or other election for public office.

#### **Paragraph 4: Individual and Personal Rights**

The teacher's individual and personal rights outside the academic setting are no less than those of other citizens. Each teacher has the right to conduct himself/herself outside the academic setting as he/she sees fit unless it can be shown that the teacher's behavior is affecting his/her professional performance in a demonstrably deleterious manner. The personal appearance of a teacher shall be left to the discretion of that teacher. However, his/her appearance shall not adversely affect his/her professional performance.

#### **Paragraph 5: Curriculum and Materials**

While the groups of teachers must develop through professional agreement, subject to approval of the Board, the objectives, content, and methods of the curriculum, the individual classroom teacher shall exercise professional judgment in their implementation and in the selection of supplementary materials within the guidelines established by professional groups.

#### **Paragraph 6: Space and Facilities**

The fulfillment of the responsibilities of this contract requires that the teacher undertake certain tasks such as planning, grading, telephone conferences and, when the teacher deems it necessary, the undertaking of activities which promote professional growth. The teacher is expected to perform certain of these tasks off school premises. Therefore, each teacher is required, as a condition of employment, to provide and maintain space and facil-

ities in his/her home to carry on his/her function as a teacher.

### **Section C: Nondelegable Board Power**

**Paragraph 1:** Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board.

## **ARTICLE XIII: ACADEMIC FREEDOM**

### **Section A: The Principle of Academic Freedom**

**Paragraph 1:** It is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and pupils are free to learn at their levels of comprehension; a climate conducive to open inquiry and responsible discussion of any and all topics related to the development of mankind ethically, culturally and physically, including views and expressions on these and other topics which may be unorthodox or unpopular.

**Paragraph 2:** In order to assure the general continuity, scope, and sequence of the curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with the curricular objectives of the course.

**Paragraph 3:** A teacher must be allowed to exercise academic freedom in a continuous effort to attain the goals of the school system. Major goals of the school system are to develop learning skills; to develop a free, reasoning individual who can think independently, who can recognize basic values and understand the fundamental ideas not only of his/her own but other cultures as well, and who can live compassionately with his/her fellowbeings.

**Paragraph 4:** The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil. Academic freedom further implies that a teacher will teach with a scrupulous regard for honesty and accuracy, without distortion or falsification.

**Paragraph 5:** Academic freedom guaranteed herein requires strict adherence to professional ethics. It also requires the teacher to evaluate

his/her instruction in a continual effort to meet the highest standards set forth by the teaching profession.

## **Section B: Instructional Materials**

**Paragraph 1:** In selecting instructional materials, teachers must consider the learning media to be employed, the substantive manner in which the materials may contribute to the education of the pupil, their aesthetic values, appropriateness to the curriculum and adaptability both in structure and content for a particular individual or groups of pupils, and shall not be restricted beyond these considerations.

**Paragraph 2:** The teacher must be free to recommend for individual study any instructional material which he/she believes will have educational significance for an individual pupil, and must also be free to discuss with a pupil any instructional material that the pupil reads, views or hears, whether the teacher has recommended it or whether the pupil has discovered it for himself/herself.

## **Section C: Outside Speakers**

**Paragraph 1:** The teacher must be free to invite and utilize the services of outside speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of pupils.

## **Section D: Professional Review**

**Paragraph 1:** A Professional Board of Review shall consist of a representative group of twelve (12) teachers employed by the school system and three (3) representatives of the Wichita educational community. This Professional Board of Review shall be appointed by the Superintendent from a list of candidates submitted by the Association in August of each year or as soon thereafter as possible. Throughout the school year, the Association shall maintain a list of fifteen (15) names from which the Superintendent shall fill vacancies as they occur. This Professional Board of Review shall establish written rules and procedures for the conduct of its business.

**Paragraph 2:** All decisions rendered on the application of any of the provisions of Sections A, B, and C of this Article in a specific situation shall be made by this Professional Board of Review. It will accept problems, complaints and

requests for guidance from teachers and citizens and, after giving all interested parties an opportunity to present their viewpoints, shall render a judgment in accordance with this Article and the Code of Ethics of the Education Profession. Such judgment shall be final and binding upon all teachers involved in the specific situation. However, the decision of a teacher shall not be overruled or stayed pending such judgment by the Professional Board of Review.

### **Section E: Nondelegable Board Power**

**Paragraph 1:** Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board.

## **ARTICLE XIV: TEACHER FILES**

### **Section A: Teacher Files**

**Paragraph 1:** All material obtained during the period of employment and placed in the teacher's file shall be available for inspection by the teacher at mutually agreeable times and in the presence of a person authorized to show the files. The teacher may obtain, upon request, a copy of such material. At the teacher's request, a person of his/her choosing may accompany the teacher for the inspection.

**Paragraph 2:** The phrase, teacher's file, as used in this Article shall be construed to include all information in the personnel data base pertaining to the teacher.

**Paragraph 3:** The teacher shall be given a copy within a reasonable time of any Personnel Conference Summary concerning the teacher whether or not it is placed in the teacher's file.

**Paragraph 4:** Confidential material received by the administration prior to employment and in employment processing, and confidential references or evaluations obtained from professional educators and educational institutions outside the school system subsequent to employment shall be exempted from inspection. However, the teacher shall be provided a list of such items upon request, including the source of such items.



**Paragraph 5:** Before any material, other than that specified in Paragraph 4 above, of a derogatory nature is placed in a teacher's file, such material shall be discussed with the teacher.

**Paragraph 6:** The teacher shall have the right to answer any material filed which is subject to inspection. Such answer shall be submitted to the Personnel Services Division within fourteen (14) calendar days of the date that the teacher first inspected or received a copy of the material being answered, whichever is earlier. Such answer shall be affixed to the material and placed with it in the teacher's file. Winter recess will not be counted in such fourteen (14) calendar day limit.

## **ARTICLE XV: TEACHER EVALUATION**

### **Section A: General**

**Paragraph 1:** No evaluation shall be construed as an act of discipline.

**Paragraph 2:** Only an alleged abuse of the evaluation procedure shall be subject to the grievance procedure. The judgments and recommendations contained in an evaluation are not grievable.

**Paragraph 3:** Teachers shall undergo a medical evaluation if so requested or directed by the Superintendent or designee. The costs of any such medical evaluation shall be paid by the Board.

### **Section B: Procedure**

**Paragraph 1:** Administrators and teachers should familiarize themselves with policies and suggested procedures concerning teacher evaluation.

**Paragraph 2:** The administrative staff shall provide information and discuss evaluation procedures at a building staff meeting early in each school year.

**Paragraph 3:** Teachers may be evaluated at any time but shall be evaluated at least as frequently as required by state law.

**Paragraph 4:** Evaluation forms adopted by the Board shall be used in all evaluations submitted to the teacher's file in the Personnel Services Division.

**Paragraph 5:** In the event a teacher is rated less than satisfactory in any of the major areas evaluated, the teacher, the evaluator, and other appropriate personnel shall work together to develop a written program for improving the teacher's level of performance. However, the development of such a program shall not be construed to inhibit the administration or the Board in taking any action regarding the employment of the teacher.

**Paragraph 6:** Prior to completing the evaluation report, the evaluator shall make two or more observations of the teacher, one of which shall be at least 30 minutes in duration. The evaluator shall consider any request from the teacher for additional observation.

**Paragraph 7:** Any person who makes formal observations of the teacher and who makes major contributions to the evaluation shall be identified in the evaluation.

**Paragraph 8:** The teacher has the right to discuss the evaluation with the evaluator if he/she chooses. Such discussion shall be held in private at a mutually agreeable time.

**Paragraph 9:** The teacher shall be given a duplicate copy of any evaluation which is submitted to the Personnel Services Division. Such evaluation must be signed by the teacher and the evaluator. The teacher's signature does not constitute agreement with the evaluator's judgment and recommendations.

**Paragraph 10:** The teacher has the right to submit a written answer to any part of the evaluation and to any supporting information forwarded with the evaluation within fourteen (14) calendar days following the presentation of the evaluation to the teacher.

**Paragraph 11:** All aspects of a teacher's professional performance constitute a valid basis for teacher evaluation. Services performed under the teacher's base contract shall constitute the primary basis.

**Paragraph 12:** Teachers shall not be monitored by intercom or other mechanical devices without their knowledge or permission.

## **ARTICLE XVI: SCHOOL BUILDING COMMITTEE**

### **Section A. Purpose**

**Paragraph 1:** The purpose of the School Building Committee shall be to identify problems at the building level and to work in an advisory capacity to the principal toward acceptable solutions. The School Building Committee shall involve itself in:

- (a) Problems relating to rules, procedures, policies, safety and security of pupils and teachers within the building, and any other matters pertaining to the operation of the school.
- (b) The planning, implementation, and evaluation of authorized building-based inservice programs.
- (c) Planning for those meetings involving pupils, parents, and community patrons.

**Paragraph 2:** Teacher attendance at programs developed by the School Building Committee designed for parents, pupils, and community patrons' involvement shall be voluntary or mandatory as determined by the School Building Committee.

### **Section B: Organization**

**Paragraph 1:** A School Building Committee shall be organized at each school attendance center as designated by this Article.

**Paragraph 2:** Membership of the School Building Committee shall consist of the following:

- (a) Chairperson
  - (1) In those buildings with one (1) Association building director, that person shall serve as chairperson.
  - (2) In those buildings where there are more than one (1) Association building director, the chairperson shall be elected from the Association building directors by the teachers based at the building.
  - (3) In those buildings where Association by-laws do not provide for an Association building director, the teachers based at the building shall elect one of their number to serve as chairperson.
- (b) The principal.

(c) Teachers elected by and from the teachers based at the building.

(1) The number of committee members, in addition to the chairperson and the principal, shall be based on the following school enrollment:

<b>Enrollment</b>	<b>No. of Members</b>
600 or fewer	3
601 to 1100	5
1101 to 1600	7
1601 to 2100	9
2101 or more	11

**Paragraph 3:** Election of the School Building Committee shall be as follows:

- (a) The election shall be conducted by the Association or its designee prior to September 10 of each school year.
- (b) All teachers based within the building shall be eligible to vote.
- (c) The elected members shall serve until a new committee is elected the following year.

**Paragraph 4:** Committee members shall be reported by September 20 of each year by the chairperson to the Deputy Superintendent and Association for official filing.

### **Section C: Bylaws**

**Paragraph 1:** Each School Building Committee shall adopt its own bylaws subject to ratification by the teachers based at the building. Such bylaws shall include, but not be limited to:

- (a) A procedure for nomination of committee members.
- (b) A procedure for election by secret ballot before September 10 of committee members.
- (c) A procedure for the selection of officers other than the chairperson.
- (d) A procedure for filling committee vacancies.
- (e) A procedure for calling meetings, which shall be held at least once a month during the school year.
- (f) A procedure for setting of an agenda.
- (g) A procedure for notifying teachers of building meetings, place, date and agenda.

- (h) Provisions for school patrons, including pupils, or other citizens residing in the school attendance area to suggest items for the agenda and, subject to reasonable regulations of the committee, to meet with the committee to discuss items of concern.
- (i) A procedure for distributing minutes following each meeting.

**Paragraph 2:** The current bylaws adopted by the School Building Committee and ratified by the teachers shall be filed with the Association and the Deputy Superintendent of Schools.

## **Section D: General Rules**

**Paragraph 1:** Any teacher may submit to any committee member in the building, a written statement, signed or unsigned, of a problem for consideration by the committee, which shall be placed on the agenda for the next meeting.

**Paragraph 2:** Any item may be placed on the agenda by any committee member, including informal requests by another teacher.

**Paragraph 3:** Individual teachers may have a hearing before an ad hoc subcommittee of his/her choice for data input prior to consideration of a regular School Building Committee meeting.

**Paragraph 4:** The principal may provide the School Building Committee with secretarial services as may be available and agreed upon by the principal and the committee.

**Paragraph 5:** All School Building Committee meetings shall be open to teachers of the building.

**Paragraph 6:** No provision of this Article is to be interpreted in a fashion that would abridge the rights of any individual as established in this agreement or the statutory rights or responsibilities of the Superintendent or the Board.

## **ARTICLE XVII: ASSOCIATION RIGHTS**

### **Section A: Exclusive Rights**

#### **Paragraph 1: Exclusive Recognition**

The Board recognizes the Association for the purposes of negotiations as the exclusive representative of the teachers bargaining unit.

#### **Paragraph 2: Exclusive Representation**

The Association shall participate in negotiations

with the Board as the exclusive representative of all teachers in the teachers bargaining unit.

**Paragraph 3: Exclusive Use of Temporary  
Leave for Negotiation Activities**

Only teachers designated by the Association shall be granted the use of temporary leave for the purpose of engaging in negotiations with the Board. Such leave shall be granted in accordance with the policy of the Board.

**Section B: Nonexclusive Rights**

**Paragraph 1: Nonexclusive**

Nothing in this Section shall be construed to limit the granting of the same or similar rights as herein contained to other individuals, groups, or organizations as the Board may determine.

**Paragraph 2: Association Use of Facilities**

The Association shall have the rights afforded teachers in the Teacher Use of Facilities Article in accordance with Board policies on the use of facilities.

**Paragraph 3:** The Association shall have the right to request reasonable use of the Board's cable television channels. Such use shall be approved or denied and arranged through regular administrative procedures. Material shall be used only after the content has been approved by the administration. No material shall be approved which, in the opinion of the administration, would be damaging to the labor/management relationship. The administration shall have the right to limit the amount of material used and to schedule the time of usage. Decisions rendered by the administration in this Paragraph shall not be subject to the grievance procedure.

**Paragraph 4: Association Access to  
Contract Information**

Upon written request from the Association, the Board shall provide the Association public information within its possession which is necessary for negotiating and implementing this agreement. Such information shall be furnished or made available within a reasonable time and only in the form available.

**Paragraph 5: Association Access to Board  
Meetings**

Representatives of the Association shall have the rights afforded other members of the public to address the Board during its meetings.

**Paragraph 6: Use of Temporary Leave for  
Association Activities**

Teachers shall have the right to use temporary leave to participate in certain Association activities in accordance with the policy of the Board.

**Paragraph 7: Meetings**

Meetings to exchange ideas, offer suggestions, discuss policies and other subjects of mutual interest between the Board and/or its representatives and the Association and/or its representatives will be held at mutually agreeable times and places at the request of any of the above-named parties.

**Section C: Indemnification Clause**

**Paragraph 1:** The Association shall indemnify and hold harmless the Board and its agents from any and all claims, demands, suits, costs, damages, fees, or other forms of liability that shall arise out of or by reason of any act of commission or omission by the Board for the purposes of complying with the provisions of this Article.

**ARTICLE XVIII:  
REDUCTION AND RECALL**

**Section A: General**

**Paragraph 1:** The teaching staff may be reduced by layoff at the discretion of the Board.

**Paragraph 2:** The greatest possible reduction in teaching staff shall be accomplished through attrition.

**Paragraph 3:** The reduction may be applied to all teachers or to only some group or groups thereof. The reduction shall be applied to the largest group or groups of teachers which may be reasonably considered. The Superintendent, subject to Board approval, shall determine the group or groups of teachers from which the reduction shall be made.

**Section B: Selection**

**Paragraph 1:** Within each specified group, teachers shall be selected by the Personnel Services Division for layoff in the following order:

- (a) Teachers whose positions have been eliminated and who are not qualified to fill any vacant teaching position.
- (b) Probationary teachers for whom no evaluation has been submitted to the Personnel Services Division.
- (c) Probationary teachers who, according to their most recent evaluation, have a lower evaluation composite rating than such teachers not yet selected.
- (d) Nonprobationary teachers who, according to their most recent evaluation, have a lower evaluation composite rating than those teachers not yet selected.

**Paragraph 2:** Within each subparagraph above, if two or more teachers are otherwise equally eligible for selection, teachers with shorter lengths of current employment will be selected before those with longer lengths. If two or more teachers remain equally eligible for selection, the order of selection of those teachers shall be decided through applying unbiased procedures developed and directed by the Research, Planning, and Development Services Division.

**Paragraph 3:** The evaluation composite rating of a teacher shall be calculated by assigning five (5) points for each rating in the "consistently superior" column of the teacher evaluation report summary, four (4) points for each rating in the "sometimes superior" column, and three (3) points for each rating in "consistently satisfactory" column, two (2) points for each rating in the "usually acceptable" column, one (1) point for each rating in the "consistently unsatisfactory" column, and totaling all such points assigned.

**Paragraph 4:** Length of current employment shall be based on the date of employment specified by the Personnel data base.

**Paragraph 5:** Only those evaluations forwarded to the Personnel Services Division prior to an earlier date specified by the Superintendent will be considered in the implementation of this Article.

**Paragraph 6:** Any individual(s) within a specified group who is on or has requested an extended leave or sabbatical shall be eligible for selection for layoff under the conditions set forth herein.



**Paragraph 7:** As teachers are selected for layoff, their names shall be placed on a list in the order of their selection. A copy of the list shall be given to the Association in a timely manner. If the Association does not object in writing to the order of selection within five (5) days of receipt of the list, the list shall be final. If the Association objects in writing to the order of selection within five (5) days of receipt of the list, said objection shall be in the form of a grievance initially filed at Level Two of the Grievance Procedure and shall be processed accordingly.

### **Section C: Notice**

**Paragraph 1:** Any teacher who is to be recommended for layoff shall be notified in writing at least thirty (30) days prior to the proposed effective date of such layoff and a copy of the notice shall be given to the Association. Such notice shall include:

- (a) The basis for the initial decision for teaching staff reduction.
- (b) The reason(s) for the selection of the individual teacher.
- (c) A copy of this Article.
- (d) Notice to the individual teacher of an opportunity to respond.

### **Section D: Rights**

**Paragraph 1:** After implementing such a reduction procedure, the list of names of laid off teachers shall be maintained for two (2) years.

**Paragraph 2:** Any teacher who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law or by this agreement.

**Paragraph 3:** Any teacher who has been so laid off may retain membership in the Board health insurance group for the period of time allowable by the insurance company. However, the Board shall make no contribution and the teacher must make advance arrangements for payment of premiums with the Business Services Division.

**Paragraph 4:** It is the responsibility of the listed laid off teachers to keep the Personnel Services Division informed of their current address and any changes in teaching qualifications.

**Paragraph 5:** If a vacancy occurs within two (2) years for which any teacher named on the list qualifies, the position shall be offered to the teacher whose name was most recently placed on the list and who qualifies for such vacancy. However, the Board is not obligated to offer any teacher a position of greater full-time equivalency than that teacher had when he/she was laid off. The usual employment procedures will be followed in determining fitness for recall.

**Paragraph 6:** If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within ten (10) days to a recall notice sent to the latest address which the teacher has furnished to the Personnel Services Division, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

**Paragraph 7:** Any teacher who is recalled shall regain all employment benefits to which he/she was entitled at the time of layoff. However, no benefits may be accrued during the period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

**Paragraph 8:** Any teacher who has been so laid off may apply for assignment as a substitute teacher.

**Paragraph 9:** No layoff covered under this Article shall be considered a termination or nonrenewal under K.S.A. 1979 Supp. 72-5436, et. seq. or K.S.A. 72-5411. However, application of this Article shall be subject to the grievance procedure.

## **ARTICLE XIX: GRIEVANCE PROCEDURE**

### **Section A: Purpose**

**Paragraph 1:** The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances.

### **Section B: Time Limitations**

**Paragraph 1:** The time limitations specified at each level may be extended by mutual agreement between the grievant or his/her representative and the Director of Employment Relations.

**Paragraph 2:** When the term "days" is used herein, unless otherwise specified, it shall mean contract days during the school year and calendar days between school years.

### **Section C: Level One**

**Paragraph 1:** A grievance must be filed in writing with the grievant's immediate supervisor by the grievant. Such grievance shall be so filed within fourteen (14) days after the occurrence of the event upon which it is based, and a copy of said grievance shall be forwarded to the Association building director, the Association's President or designee, and the Director of Employment Relations. The grievant and his/her immediate supervisor shall hold a discussion concerning the written grievance within seven (7) days after the grievance is filed.

**Paragraph 2:** Within seven (7) days after the discussion meeting is concluded, the grievant's immediate supervisor shall make a decision in writing, together with the supporting reasons. Copies shall be forwarded to the grievant, the Association building director, the Association's President or designee, and the Director of Employment Relations.

### **Section D: Level Two**

**Paragraph 1:** Within seven (7) days after receiving the decision at Level One, the grievant may appeal the decision in writing to the Superintendent. The grievant shall forward copies to the immediate supervisor, the Association building director, the Association's President or designee, and the Director of Employment Relations.

**Paragraph 2:** Within fourteen (14) days after receipt of the written appeal or a grievance filed at Level Two, the Superintendent or designee will meet with the grievant and/or representative of the Association and all parties of interest in an effort to resolve the grievance.

**Paragraph 3:** Within fourteen (14) days after the meeting specified in Paragraph 2 above, the Superintendent or designee shall make a decision in writing. Copies shall be forwarded to the grievant, the immediate supervisor, the Association building director, the Association's President or designee, and the Director of Employment Relations.

## **Section E: Level Three**

**Paragraph 1:** Within fourteen (14) days after receiving the decision of Level Two, the grievant may appeal the decision in writing to the Board of Education. The grievant shall forward copies to the Superintendent, the immediate supervisor, the Association building director, the Association's President or designee, and the Director of Employment Relations.

**Paragraph 2:** The grievant shall have the opportunity to be heard by the Board or a committee thereof. The Board of Education shall make a decision in writing within forty-five (45) days of the receipt of the appeal. Copies shall be forwarded to the grievant, the immediate supervisor, the Association building director, the Association's President or designee, the Superintendent, and the Director of Employment Relations.

## **Section F: Rights of Representation**

**Paragraph 1:** At any level of the grievance procedure at the grievant's option, the grievant shall be represented by the Association, himself/herself, legal counsel, or another person selected by the grievant.

**Paragraph 2:** If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views of all levels of the grievance procedure.

## **Section G: General Provisions**

**Paragraph 1:** If a grievance affects a group or a class of teachers, and at least one affected teacher so desires, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Two.

**Paragraph 2:** If a grievance arises because of an act of commission or omission on the part of a member of the administration at a level above the grievant's immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the processing of such grievance will commence at Level Two.

**Paragraph 3:** Forms for filing and appealing grievances will be prepared and distributed jointly by the Superintendent and the Association. The costs of preparing such forms shall be borne by the Board.

**Paragraph 4:** A grievance must be filed on an official form. In filing a grievance, the grievant shall make every reasonable effort to state specifically what was done, who did it, when it was done, the language which was violated, how it was violated, and the remedy requested. If the form is not completed in accordance with this Paragraph, the grievance may be returned to the grievant for completion together with a notice regarding the incomplete parts. If the form is then completed and filed within five (5) days, the grievance shall be considered to be no less timely than it was when previously submitted. For purposes of processing the grievance, the filing date shall be the date the completed form is filed.

**Paragraph 5:** The confidentiality of the proceedings will be respected by all parties to the degree that it is consistent with the procedure described. The grievant's right to continued processing of a grievance filed by him/her shall be conditioned upon there being no deliberate violation of this confidentiality by him/her. This prohibition shall include any effort by either party to inform the Board of the substantive issues involved in a grievance in advance of a hearing involving members of the Board.

**Paragraph 6:** Nothing contained herein is to be construed as limiting the right of a teacher having a grievance or an involved administrator to discuss the matter informally with any appropriate person in an effort to have the matter adjusted in a mutually satisfactory manner, provided that such adjustment is not inconsistent with the terms of this agreement.

**Paragraph 7:** A decision at any level of the procedure in favor of the grievant may recommend appropriate restitution or other remedy for the period during which the grievance was suffered.

**Paragraph 8:** Any decision rendered at any level of the procedure which is contrary to this agreement or law shall be null and void.

**Paragraph 9:** If any teacher is required to attend a meeting or hearing called by the Board or the central administrative staff, the teacher's immediate supervisor shall be notified that the teacher is to be released without loss of pay for such time as attendance is required for the meeting or hearing.

**Paragraph 10:** Grievances, grievance appeals, grievance communications and grievance findings will not be filed in the personnel file of any teacher. If such a grievance file is maintained, it shall be open for inspection by the grievant upon request.

**Paragraph 11:** Every effort shall be made by all parties to avoid the involvement of pupils in any phase of the grievance procedure.

**Paragraph 12:** No teacher shall be subject to reprisal or discrimination by reason of participation or nonparticipation in the grievance procedure.

**Paragraph 13:** If a teacher pursues any legal or statutory remedy for an issue, then any further or subsequent proceedings for relief through the grievance procedure shall be barred unless the court or administrative agency refuses jurisdiction until all administrative remedies have been exhausted.

**Paragraph 14:** With the consent of the grievants involved and the Director of Employment Relations, similar grievances may be consolidated and processed together as a single grievance. Such consolidation shall not be construed as preventing any grievant from appealing a decision to the next level. Once consolidated, a grievance may be separated only with the consent of the Director of Employment Relations.

## **ARTICLE XX: PRINTING AND DISTRIBUTION**

The Board shall print copies of this agreement at its expense to be distributed to all members of the bargaining unit. The Board shall furnish 175 printed copies of the agreement to the Association.

**AGREEMENT  
Between  
The Board of Education  
of  
USD 259  
Wichita, Kansas  
and  
NEA-Wichita  
August 1, 1987 - July 31, 1988**

/s/ Jon Miller

President, NEA-Wichita

July 20, 1987

Date

/s/ Jeanne Goodvin

President, Board of Education

July 20, 1987

Date

# APPENDIX A CALENDAR 1987-1988

August 1987	September 1987	October 1987	November 1987
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
2 3 4 5 6 7 1/8	1 2 3 4 5	1 2 3	1 2 3 4 5 6 7
9 10 11 12 13 14	6 (Z) 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14
16 17 18 19 20 21	13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21
23 24 25 26 27 28	20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 (26 27) 28
30 31	27 28 29 30	25 26 27 28 29 30 31	29 30

  

December 1987	January 1988	February 1988	March 1988
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	(1) 2	1 2 3 4 5 6	1 2 3 4 5
6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13	6 7 8 9 10 11 12
13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 (15) 16 17 18 19 20	13 14 15 16 17 18 19
20 21 22 23 (24 25)	17 (18) 19 20 21 22 23	21 22 23 24 25 26 27	20 (21 22 23 24 25) 26
27 28 29 30 31	24 25 26 27 28 29 30	28 29	27 28 29 30 31

  

April 1988	May 1988	June 1988	July 1988
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6 7	1 2 3 4	1 2
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 (4) 5 6 7 8 9
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 29 30	29 (30 31)	26 27 28 29 30	24 25 26 27 28 29 30

Month	Date
August	Orientation for new teachers.....24-25
	Teachers' preparation (all teachers).....26-28
	First day of school.....31*
Sept.	Labor Day Holiday.....7
	Official beginning enrollment.....21
Nov.	Report cards issued.....6
	Fall Recess.....26-27
Dec.	Winter Recess.....24 through Jan. 1
Jan.	Martin Luther King, Jr.'s Birthday Observance.....18
	Report cards issued.....22
Feb.	Presidents' Day Observance.....15
March	Spring Recess.....21#-25
April	Report cards issued.....1
May	Memorial Day Holiday.....30
June	Last day of school.....3#
	Elementary report cards issued.....3#
	Teachers' Report Day.....6#
	Secondary report cards mailed.....10
	Summer School begins.....13
July	Independence Day Holiday.....4
	Summer School ends.....22

## Report Periods

August 31 through October 30.....	44 days
November 2 through January 15.....	46 days
January 19 through March 21#.....	43 days
March 28 through June 3#.....	48 days
Total days.....	181 days
Less Workshop Day.....	1 day+
Total teaching days.....	180 days

## Legend

- \_\_\_\_\_ School not in session
- Summer School in session
- ( ) Administrative offices closed

- # March 21 and June 3 are make-up days. If no make-up days are needed after March 25, June 2 will be the last day of school and June 3 will be teachers' report day.
- + Between October 1 and March 15, each school will schedule one day for a workshop for teachers.
- \* The Hot Weather Plan will be in effect August 31 through September 11.

NOTE: This calendar may be altered at the discretion of the Board of Education and/or the administration.







830422

OCTOBER 26, 1987

This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/87

1-31-90

NOV 05 1987

Director-Classified Personnel  
Wichita Public Schools  
Administration Building  
428 SCOTE BROADWAY  
WICHITA, KS. 67202

PREVIOUS AGREEMENT EXPIRED  
JULY 31, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Wichita Kans Bd of Educ Teachers

WITH SINGLE INDEPENDENT ASSOCIATIONS  
KANSAS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,100
2. Number and location of establishments covered by agreement 104 Wichita, KS
3. Product, service, or type of business Public School System
4. If your agreement has been extended, indicate new expiration date n/a

Robert D. Wright, Division Director, Employment Relations

316 833-4078

Your Name and Position

Area Code/Telephone Number

Wichita Public Schools, 428 South Broadway, Wichita, KS 67202

Address

City/State/ZIP Code